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BOARD OF SUPERVISORS

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February 24, 2009

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF 78 HUMAN IMMUNODEFICIENCY VIRUS/ACQUIRED IMMUNE
DEFICIENCY SYNDROME CARE SERVICE AMENDMENTS AND TWO
SOLE SOURCE AGREEMENTS
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

Request approval to amend 78 Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome agreements to extend the terms and revise agreement amounts maximum obligations pursuant to the Department of Public Health–Office of AIDS Programs and Policy's implementation of the Commission on HIV's funding allocations, and to execute two sole source agreements for transitional case management services.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the Director of the Department of Public Health (DPH), or his designee, to execute amendments, substantially similar to Exhibit I, for 77 Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome (HIV/AIDS) agreements that revise agreement maximum obligations pursuant to the DPH-Office of AIDS Programs and Policy's (OAPP) implementation of the Commission on HIV's (Commission) funding allocations, as noted on Attachment A, for a total maximum obligation of \$8,022,596, fully offset by State and federal funds and net County cost, and to extend the terms as follows: 1) effective March 1, 2009, through May 31, 2009, for 55 agreements which provide various program services, including capacity building consultation; case management family support; case management psychosocial; case management transitional;

client advocacy; legal services; training services, ambulatory outpatient; medical specialty services; oral healthcare (dental); transportation; language; and/or data management; 2) effective April 1, 2009, through May 31, 2009, for 21 agreements for treatment education and peer support services; and 3) effective July 1, 2009, through February 28, 2011, for one hospice/skilled nursing agreement.

2. Delegate authority to the Director of DPH, or his designee, to execute Amendment Number 2 to Agreement Number H-701059 (substantially similar to Exhibit I) with Watts Healthcare Foundation in the amount of \$206,648 for the provision of residential treatment services, effective upon execution by both parties, but no sooner than date of your Board's approval through February 28, 2010, 100 percent offset by Ryan White Program Part A funds.
3. Delegate authority to the Director of DPH, or his designee, to execute two sole source agreements with Center for Health Justice (CHJ) and Public Health Foundation Enterprises (PHFE), substantially similar to Exhibit II, for HIV/AIDS services jail-based transitional case management services, effective April 1, 2009, through May 31, 2009, for a total maximum obligation of \$36,250, 100 percent offset by Ryan White Program Part B funds.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION

The recommended actions will allow DPH to extend and/or amend existing HIV/AIDS service agreements, 55 of which are set to expire on February 28, 2009, to implement the Commission's funding allocations, and to execute two sole source agreements for the provision of transitional case management services. Of the remaining 23 existing agreements, 21 are set to expire on March 31, 2009, one will expire on June 30, 2009, and one will expire on February 28, 2010.

Ryan White Program funding priorities allocated by the Commission are implemented by OAPP with the goal of maximizing grant funds and meeting client needs. This process allocates Ryan White Part A and Part B funding resources to specific service categories. The Los Angeles Eligible Metropolitan Area (EMA) Ryan White Program Part A and Part B awards will be announced in February or March 2009. In advance of this announcement, OAPP has elected to extend contracts through May 31, 2009 for a majority of the contracts based on previous years' contract levels to ensure that there is no disruption of services. One agreement for ambulatory/outpatient medical services with Catalyst Foundation reflects a \$15,600 increase related to the immediate need for increased clinical supervision (eight hours per month to eight hours per week) for the three-month extension period. One agreement for residential treatment services and one agreement for skilled nursing/hospice are recommended for extensions through February 28, 2010 and February 28, 2011, respectively.

An extension will allow the Department of Public Health's Office of AIDS Programs and Policy (OAPP) to conduct service provider briefings to outline anticipated shifts to several areas of the HIV/AIDS system in coming months; will allow OAPP, in concert with the COH, to finalize intent on the implementation of a new Benefit Specialty service category; will allow OAPP to invest newly approved Minority AIDS Initiative Year 1 rollover funds (approved February 4, 2009); will allow OAPP to invest a recently announced MAI Year 3 award increase effective August 1, 2009 (approved February 12, 2009).

Capacity building and training services continue to be critical to ensure agency and workforce performance and responsiveness, and ensures that County investments are having the maximum impact, particularly in underserved areas. Peer support services are an important vehicle to ensure that persons living with HIV promote access to services among their peers. Improved health care access allows the County to mitigate expensive hospital and end-stage disease costs. These three service categories are expected to undergo significant structural change during the next 12 months, hence the request for only a one-year amendment.

The County's support of HIV/AIDS medical outpatient, medical specialty, oral health, treatment education, language and transportation services offers persons living with HIV important opportunities to treat and manage their health condition, remove barriers to medical care, and ensure maximum benefit of clinical episodes with enhanced treatment education and language services. Optimizing the care and treatment of persons living with HIV allows the County to mitigate expensive hospital costs, end-stage disease costs and is an important strategy to reduce HIV transmissions as persons who are medically compliant and who have lower viral loads are generally less likely to transmit HIV. A request for proposals (RFP) for medical services is expected to be released in May 2009.

Legal services allow the County to ensure that persons living with HIV are able to mitigate employment, housing, and benefit discrimination or unjustified denial of benefits. Supporting this service category allows the County to avert a growth in homelessness, cancellation of private health benefits, and optimizes enrollment in private insurance, Medicaid, and Medicare programs relieving the County of additional hospital and healthcare costs.

Data management services allows the County to appropriately quantify the delivery of services to persons living with HIV and offers an important tool to ensure accountability and productivity among contractors.

Client advocacy services allows for the broad dissemination of available County and non-County supported HIV prevention, care and treatment services to County residents. The County's support of transitional and psychosocial case management services ensures that persons living with HIV, particularly medium to high acuity, those who are

disenfranchised, and dual/multiple diagnosed persons within and outside of incarcerated settings, are able to successfully navigate and access medical, dental, housing and other services, thus slowing disease progression, averting hospital costs, mitigating homelessness, and lessening the rates of untreated mental illness and chemical dependency.

The County's support of hospice/skilled nursing services allows the delivery of end-stage intensive nursing or palliative care in a far more cost-effective manner than in a County hospital setting, and ensures the dignified treatment of County residents with no other option for care.

Approval of the Amendment with Watts Healthcare Foundation allows the County to ensure the ongoing delivery of critical residential substance abuse treatment services to residents of Service Planning Area (SPA) 6 that were previously delivered by Palms Residential Care Facility.

The County's support of transitional case management services ensures that County inmates living with HIV are successfully linked to medical and other services, that disease progression is slowed, that hospital costs are minimized/averted, that homelessness is mitigated, and that rates of untreated mental illness and chemical dependency are minimized.

Sole Source Contracts

Transitional Case Management Services, (2) Sole Source Agreements

Additional transitional case management providers are necessary to provide an increased level of service in response to higher demand for services, and OAPP recommends entering into agreements with CHJ and PHFE in order to complement existing transitional case management providers. CHJ and PHFE currently or recently provided HIV prevention or transition services at the Los Angeles County Sheriff's Department's (LASD) Twin Towers Correctional Facility and/or Century Regional Detention Facility (locations with the highest concentration of HIV/AIDS patients), and they have a strong record of promoting inmate health as well as an established working relationship with LASD. These contracts are recommended through May 31, 2009 consistent with the other transitional case management agreement extensions.

OAPP also augmented contracts of existing agencies already providing services in the jails (JWCH, Minority AIDS Project, and Tarzana Treatment Center), and shifted the case management modality for Bienestar Human Services from adherence services to transitional case management services.

Existing OAPP solicitation priorities precluded the release of a transitional case management RFP within a timeframe that met the intended March 1, 2009, start date. OAPP did not release an RFP for this service earlier in 2008 as the funding level for this

category was uncertain. OAPP received written confirmation of the Commission's Year 19 allocations on September 9, 2008 (Attachment B).

Existing County policy and procedures require the timely submission of contracts for Board approval. This Board action was not scheduled for placement on the Board's agenda three weeks prior to its effective date as required due to delays by OAPP in completing the final contract allocations, and exacerbated by OAPP's efforts to align funding with current performance, client caseload, an ongoing assessment of countywide need and adjustments in service category funding.

Implementation of Strategic Plan Goals

This action supports Goal 6, Community Services and Goal 7, Health and Mental Health of the County Strategic Plan by supporting community based HIV/AIDS services for the residents of Los Angeles County.

FISCAL IMPACT/FINANCING

The total cost for the 77 amendments referenced under Recommendation Number 1 is \$8,022,596 and is comprised of an estimated \$4,646,718 in Ryan White Program Part A funding; \$1,273,306 in Ryan White Program Part B funding; \$105,345 in federal CDC HIV prevention funding; \$43,855 in State Standard Agreement for the AIDS Drug Assistance Program funding; \$606,900 in Ryan White MAI funding and \$1,346,472 in existing net County cost (NCC) funding.

The total cost of Amendment Number 2 to Agreement Number H-701059 with Watts Healthcare Foundation for the provision of residential treatment services is \$206,648 and is 100 percent offset by Ryan White Program Part A funds.

The total cost of the two sole source agreements is \$36,250 and is offset by Ryan White Program Part B funds.

Funding for these amendments and agreements is included in DPH's Fiscal Year (FY) 2008-09 Final Adopted Budget and will be requested in future FYs, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Ryan White CARE Act of 1990 authorizes grants for the development, coordination, and operation of effective and cost efficient agreements for persons living with HIV/AIDS. Through the CARE Act, now the Ryan White Program, there are two sources of funding for Los Angeles County: Part A funds are awarded directly to the County and administered by OAPP and Part B funds are received by the State and are passed-through to the County to be administered locally by OAPP. Part B funds are awarded to the Los Angeles County EMA based on a funding formula developed by the State. The proposed changes align funding with the Commission's Year 19 allocations.

On February 21, 2006, your Board delegated authority to the Acting Director of Health Services (now DPH), or his designee, to execute an agreement with the Wells House Hospice Foundation, Inc. (Wells House) for hospice and skilled nursing services, effective March 1, 2006, through June 30, 2008.

On February 27, 2007, your Board approved amendments for the continued provision of vital HIV/AIDS care services for 53 agreements, which included legal services and training services, and extended the term for one year for the period of March 1, 2007 through February 29, 2008, for a total maximum obligation of \$46,156,406. Also approved, were 12 amendments for HIV/AIDS service agreements for service provider network services, consultant services and food services to extend the terms for the period of March 1, 2007 through February 29, 2008 for a total maximum obligation of \$2,257,350.

On August 14, 2007, your Board approved delegated authority to execute 31 amendments to various HIV/AIDS service providers contracted through February 2008, in order to align contract obligations with the funding allocation from the Commission in March 2007.

On December 11, 2007, your Board approved and instructed the Director of DPH, or his designee, to extend the agreement with Wells House, effective July 1, 2008, through June 30, 2009.

On February 19, 2008, your Board approved 85 amendments for the continued provision of HIV/AIDS care services to extend the term of: 1) 54 adult residential facility agreements for the period of March 1, 2008, through February 28, 2010, for a total of \$22,692,330; 2) 14 agreements for service provider networks, oral health, legal, training, and consulting services for the period of March 1, 2008, through February 28, 2009, for a total of \$3,142,894; and 3) 17 agreements for ambulatory/outpatient medical specialty services, medical nutrition therapy services, treatment education services, transportation services, case management, psychosocial services, and peer support services for the period of March 1, 2008, through February 28, 2009, for a total amount of \$2,072,038.

The development and release of a solicitation for ambulatory outpatient medical care services was contingent upon the completion of the Mercer outpatient medical services rate study. Completion of the rate study was significantly delayed and OAPP received the final rate study and recommended reimbursement rates in July 2008. Since this time, OAPP has been working with DPH leadership and members of the Medical Outpatient Provider Caucus for migrating to a fee-for-service reimbursement structure and to explore innovative strategies for using the Mercer recommended reimbursement rate as a foundation on which to build a performance incentive payment methodology for medical outpatient services. OAPP currently anticipates releasing the solicitation for ambulatory medical outpatient services in May 2009, with completion of the solicitation

process and new fee-for-service contracts brought before your Board for approval by February 2010.

Attachment A provides the funding allocations for each provider, SPA served, and provider performance. Attachment B is the Commission's September 9, 2008, notification to OAPP of its Year 19 allocations. Attachment C is the signed sole source checklist.

Exhibits I and II have been approved as to form by County Counsel.

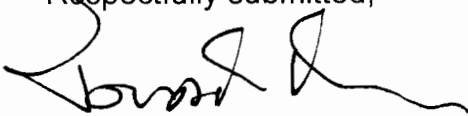
IMPACT ON CURRENT SERVICES (OR PROJECT)

Approval of these actions will allow OAPP to continue to provide uninterrupted delivery of HIV/AIDS care to Los Angeles County residents.

CONCLUSION

DPH requires four signed copies of your Board's action.

Respectfully submitted,



JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

JEF:rm

Attachments (5)

c: County Counsel
Sheriff's Department
Chief Executive Officer

HIV/AIDS RELATED SERVICES

Attachment A

Agency and Agreement Number	YR 19 Allocation	Allocation Term 1	Allocation Term 2	SPA	Supervisory District	Performance as of September 30, 2008
AMBULATORY/OUTPATIENT MEDICAL SERVICES - PART A, MAL, NCC & State Office of AIDS (ADAP)						
		Term: 3/1/09 - 5/31/09				
AIDS Healthcare Foundation H-209006	\$ 7,892,627	\$ 1,973,157		1-8	1-5	Meeting some goals.
AIDS Healthcare Foundation (CHAIN) H-209007	\$ 523,724	\$ 130,931		1-8	1-5	Exceeding goals.
AltaMed Health Services H-209203	\$ 1,681,295	\$ 420,324		3,7	1	Meeting some goals.
Children's Hospital Los Angeles H-209022	\$ 144,141	\$ 36,035		4	3	Meeting some goals.
City of Long Beach H-209210	\$ 100,309	\$ 25,077		8	4	Exceeding goals.
City of Pasadena H-209212	\$ 1,028,454	\$ 257,114		3	1	Meeting goals.
El Proyecto del Barrio H-209031	\$ 344,171	\$ 86,043		2	3	Exceeding goals.
East Valley Community Health Center H-209088	\$ 591,019	\$ 147,755		3	1	Meeting goals.
Long Beach Memorial Miller Medical Center H-209237	\$ 220,236	\$ 55,059		8	4	Meeting goals.
Los Angeles Gay & Lesbian Community Service Center H-209013	\$ 3,250,076	\$ 812,519		4	3	Meeting some goals.
Northeast Valley Health Corporation H-209011	\$ 50,495	\$ 12,624		2	3	Meeting goals.
Northeast Valley Health Corporation H-209014	\$ 723,983	\$ 180,996		2	3	Meeting some goals.
St. Mary Medical Center H-209015	\$ 1,295,975	\$ 323,994		8	4	Exceeding goals.
Tarzana Treatment Center H-209018	\$ 189,574	\$ 47,394		2	3	Meeting some goals.
T.H.E. Clinic, Inc. H-209012	\$ 337,194	\$ 84,299		6	2	Exceeding goals.
The Catalyst Foundation H-300152	\$ 756	\$ 15,789		1	5	Exceeding goals.
Valley Community Clinic H-209017	\$ 63,112	\$ 15,778		2	3	Exceeding goals.
Watts Healthcare Corporation H-209575	\$ 153,789	\$ 38,447		6	2	Exceeding goals.
Total	\$ 18,690,930	\$ 4,663,333				

HIV/AIDS RELATED SERVICES

Attachment A

Agency and Agreement Number	YR 18 Allocation	Allocation Term 1	Allocation Term 2	SPA	Supervisory District	Performance as of September 30, 2008
CASE MANAGEMENT, PSYCHOSOCIAL - PART B						
Term 1: 3/1/09 - 5/31/09						
AIDS Project Los Angeles H-210849	\$ 454,094	\$ 113,524		4	2	Exceeding goals.
AIDS Service Center H-210789	\$ 285,404	\$ 71,351		3.4	1,3.5	Meeting some goals.
Bienestar Human Services, Inc. H-210867	\$ 432,682	\$ 108,171		4.7	1,3	Meeting goals.
Children's Hospital Los Angeles H-210841	\$ 93,235	\$ 23,309		4	3	Meeting some goals.
Charles R. Drew University H-210838	\$ 217,678	\$ 54,420		6	2	Exceeding goals.
City of Long Beach H-210813	\$ 216,928	\$ 54,232		8	4	Meeting some goals.
Common Ground - The Westside HIV Community Center H-210820	\$ 149,789	\$ 37,447		5	3	Exceeding goals.
East Valley Community Health Center H-210825	\$ 100,000	\$ 25,000		3	5	Meeting goals.
Foothill AIDS Project H-207273	\$ 46,000	\$ 11,500		3	5	Exceeding goals.
JWCH Institute, Inc. H-210816	\$ 94,000	\$ 23,500		4	3	Meeting goals.
Minority AIDS Project H-210837	\$ 178,136	\$ 44,534		6	2	Meeting some goals.
South Bay Family Healthcare Center H-210793	\$ 226,677	\$ 56,669		8	4	Exceeding goals.
Special Services for Groups H-210812	\$ 60,778	\$ 15,195		4	3	Exceeding goals.
Tarzana Treatment Center, Inc. H-210795	\$ 479,728	\$ 119,932		2	3	Meeting goals.
Watts Healthcare Corporation H-210822	\$ 96,668	\$ 24,167		6	2	Meeting some goals.
Whittier Rio Hondo AIDS Project H-300112	\$ 98,100	\$ 24,525		7	4	Meeting goals.
Total	\$ 3,229,897	\$ 807,474				
CASE MANAGEMENT, TRANSITIONAL - PART B & MAI						
Term 1: 3/1/09 - 5/31/09						
Minority AIDS Project H-300113	\$ 84,990	\$ 21,248		1-8	1-5	Meeting some goals.
JWCH Institute, Inc. H-300114	\$ 89,463	\$ 22,366		1-8	1-5	Meeting goals.
Tarzana Treatment Center, Inc. H300127	\$ 148,635	\$ 37,159		1-8	1-5	Exceeding goals.
Center for Health Justice PH-Pending	\$ -	\$ 18,750		1-8	1-5	New Service.
Public Health Foundation Enterprises PH-Pending	\$ -	\$ 17,500		1-8	1-5	New Service.
Total	\$ 323,088	\$ 117,022				

HIV/AIDS RELATED SERVICES

Attachment A

Agency and Agreement Number	YR 18 Allocation	Allocation Term 1	Allocation Term 2	SPA	Supervisory District	Performance as of September 30, 2008
CASE MANAGEMENT/PSYCHOSOCIAL (formerly FAMILY SUPPORT) - PART B						
Term 1: 3/1/09 - 5/31/09						
AllaMed Health Services Corporation H-206921	\$ 36,000	\$ 9,000		7	1	Exceeding goals.
Foothill AIDS Project H-206920	27000	\$ 6,750				Exceeding goals.
Long Beach Memorial Miller Medical Center H-209233	\$ 29,987	\$ 7,497		8	4	Meeting some goals.
Northeast Valley Health Corporation H-208023	\$ 37,016	\$ 9,254		2	3	Exceeding goals.
Public Health Foundation Enterprises, Inc. H-208541	\$ 340,555	\$ 85,139				Meeting goals.
Total	\$ 470,568	\$ 117,540				
CLIENT ADVOCACY - CDC & NCC						
Term 1: 3/1/09 - 5/31/09						
AIDS Project Los Angeles H700937	\$ 242,759	\$ 60,690		1-8	1-5	Meeting goals.
Total	\$ 242,769	\$ 60,690				
CONSULTING - CDC & NCC						
Term: 3/1/09 - 5/31/09						
Nunn Consulting, Inc. H-701011	\$ 800,000	\$ 200,000		1-8	1-5	Meeting goals.
Total	\$ 800,000	\$ 200,000				
DATA MANAGEMENT - NCC						
Term: 3/1/09 - 5/31/09						
Automated Case Management Systems, Inc. H-204251	\$ 600,000	\$ 150,000		1-8	1-5	Meeting most goals.
Total	\$ 600,000	\$ 150,000				
HOSPICE/SKILLED NURSING - PART B						
Term 1: 7/1/09 - 2/28/10 -- Term 2: 3/1/10 - 2/28/11						
Wells House Hospice Foundation, Inc. H-701867	\$ 601,920	\$ 435,832	\$ 653,742	1-8	1-5	Meeting goals.
Total	\$ 601,920	\$ 435,832	\$ 653,742			
LANGUAGE - NCC						
Term 1: 3/1/09 - 5/31/09						
Greater Los Angeles Agency on Deafness H-700266	\$ 28,862	\$ 7,223		1-8	1-5	Meeting some goals.
Special Service for Groups H-700254	\$ 203,802	\$ 50,951		1-8	1-5	Meeting goals.
Total	\$ 232,664	\$ 58,174				
LEGAL - NCC						
Term: 3/1/09 - 5/31/09						
HIV/AIDS Legal Services Alliance (HALSA) H-700230	\$ 370,433	\$ 92,608		1-8	1-5	Exceeding goals.
Total	\$ 370,433	\$ 92,608				

HIV/AIDS RELATED SERVICES

Attachment A

Agency and Agreement Number	YR 18 Allocation	Allocation Term 1	Allocation Term 2	SPA	Supervisory District	Performance as of September 30, 2008
ORAL HEALTH - PART A & MAI Term: 3/1/09 - 5/31/09						
AIDS Project Los Angeles H-204505	\$ 870,079	\$ 217,520		4	3	Exceeding goals.
Northeast Valley Health Corporation H-204507	\$ 112,855	\$ 28,164		2	3	Meeting goals.
USC School of Dentistry H-204756	\$ 119,663	\$ 29,916		6	2	Exceeding goals.
Total	\$ 1,102,597	\$ 275,600				
SUBSTANCE ABUSE, RESIDENTIAL REHABILITATION - PART A Term: 3/1/09 - 2/28/10						
Watts Healthcare Corporation H-701059	\$ 103,324	\$ 206,648		6	2	Meeting most goals.
Total	\$ 103,324	\$ 206,648				
TRANSPORTATION - PART A Term: 3/1/09 - 5/31/09						
Administrative Services Co-op H-208412	\$ 38,868	\$ 9,717		8	4	Fee-for-Service.
Independent Taxi Owners Association H-208020	\$ 144,032	\$ 36,008		1-8	1-5	Fee-for-Service.
San Gabriel Transit H-208019	\$ 47,844	\$ 11,961		3	1-5	Fee-for-Service.
United Independent Tax Drivers H-208018	\$ 128,865	\$ 32,216		1-8	1-5	Fee-for-Service.
Total	\$ 359,609	\$ 89,902				
TRAINING - NCC Term: 3/1/09 - 5/31/09						
Prototypes, A Center for Innovation in Health, Mental Health and Social Services H-206227	\$ 168,881	\$ 42,220		1-8	1-5	Meeting goals.
Total	\$ 168,881	\$ 42,220				
TREATMENT EDUCATION - PART B & NCC Term: 4/1/09 - 5/31/09						
AIDS Healthcare Foundation H-209643	\$ 59,008	\$ 9,835		5	3	Meeting goals.
AIDS Project Los Angeles H-209099	\$ 97,631	\$ 16,272		4	2	Exceeding goals.
AIDS Service Center, Inc. H-209089	\$ 133,517	\$ 22,253		2,3,7	3,5	Meeting some goals.
AltaMed Health Services Corporation H-209874	\$ 53,749	\$ 8,958		3,7	1	Exceeding goals.
Bienestar Human Services, Inc. H-207251	\$ 217,831	\$ 36,305		2,3,4,7	1,3	Exceeding goals.
Charles R. Drew University of Medicine and Science H-209810	\$ 75,249	\$ 12,542		6,8	2,4	Meeting some goals.
City of Long Beach H-209912	\$ 53,036	\$ 8,839		8	4	Exceeding goals.
Center for Health Justice H-207986	\$ 60,000	\$ 10,000		4	1	Exceeding goals.
Common Ground - The Westside HIV Community Center H-210081	\$ 43,105	\$ 7,184		5	3	Exceeding goals.

HIV/AIDS RELATED SERVICES

Attachment A

Agency and Agreement Number	YR 19 Allocation	Allocation Term 1	Allocation Term 2	SPA	Super/Isorlat District	Performance as of September 30, 2008
Los Angeles Centers for Alcohol and Drug Abuse H-300024	\$ 50,000 \$	8,333		7	4	Meeting goals.
Minority AIDS Project H-212062	\$ 120,000 \$	20,000		6	2	Exceeding goals.
Special Services for Groups H-209094	\$ 78,441 \$	13,074		4	1	Meeting goals.
Tarzana Treatment Center H-209078	\$ 128,725 \$	21,121		2,8	3,4	Exceeding goals.
Women Alive Coalition H-209090	\$ 122,874 \$	20,479		2,4,6,7,8	1,2,3,4	Meeting some goals.
Total	\$ 1,291,166 \$	216,194				
PEER SUPPORT - NCC						
Term: 4/1/09 - 5/31/09						
AIDS Project Los Angeles H-700260	\$ 53,865 \$	8,978		1-8	1-5	Meeting goals.
Being Alive: People with HIV/AIDS Action Coalition H700252	\$ 53,771 \$	8,962		1-8	1-5	Meeting goals.
Bienestar Human Services, Inc. H700280	\$ 111,767 \$	18,628		1-8	1-5	Meeting goals.
Charles R. Drew Univ. of Medicine & Science H-700253	\$ 47,117 \$	7,853		1-8	1-5	Meeting goals.
St. Mary Medical Center H-700236	\$ 109,530 \$	18,255		8	4	Exceeding goals.
Tarzana Treatment Center H700268	\$ 53,853 \$	8,976		1-8	1-5	Meeting goals.
Women Alive Coalition H-700248	\$ 46,592 \$	7,765		1-8	1-5	Meeting goals.
Total	\$ 476,496 \$	79,416				
GRAND TOTAL	\$ 28,964,161 \$	7,611,762 \$	653,742 \$	\$9,266,494		



LOS ANGELES COUNTY COMMISSION ON HIV

3530 Wilshire Boulevard, Suite 1140 • Los Angeles, CA 90010 • TEL (213) 738-2816 • FAX (213) 637-4748
www.hivcommission-la.info

September 9, 2008

To: Mario J. Pérez, Director
Office of AIDS Programs and Policy

From: Craig A. Vincent-Jones, Executive Director
Los Angeles County Commission on HIV

Subject: **YEAR 19 RYAN WHITE PART A AND B ALLOCATIONS**

At its meeting on July 10, 2008, the Commission on HIV approved the following revised service category allocations for Year 19, and is forwarding them to the Office of AIDS Programs and Policy for implementation. The items in bold represent those service categories to which allocations were made.

Service Category	Year 19		Year 19 Allocation
	Priority Core Medical	Ranking Support Service	
Medical Outpatient	1		58.0%
ADAP Enrollment	2		0.0%
Medical Specialty	3		1.5%
Local Pharmacy Assistance	4		0.0%
Benefits Specialty		5	2.0%
Oral Health Care	6		3.7%
Mental Health, Psychiatry	7		2.5%
Mental Health, Psychotherapy	8		6.5%
Case Management, Medical	9		1.5%
Early Intervention Services	10		0.0%
Health Insurance Premium & Cost Sharing	11		0.0%
Substance Abuse, Residential		12	6.5%
Substance Abuse, Treatment	13		0.0%
Case Management, Psychosocial		14	6.0%
Residential, Transitional		15	0.0%
Residential, Permanent		16	NF ¹
Transportation	17		1.9%
Treatment Education	18		3.3%
Medical Nutrition Therapy	19		1.0%
Nutrition Support		20	1.1%

Service Category	Year 19 Priority Ranking		Year 19 Allocation
	Core Medical	Support Service	
Legal Services		21	0.0%
Case Management, Transitional		22	1.5%
Direct Emergency Financial Assistance		23	0.0%
Case Management, Housing ²		24	0.0%
Language Services		25	0.0%
Skilled Nursing Facility ³	26		2.0% ⁴
Home Health Care	27		0.0%
Case Management, Home-based		28	1.0%
Hospice ³	29		2.0% ⁴
Child Care Services		30	0.0%
Workforce Entry/Re-entry Services ²		31	0.0%
Rehabilitation Services		32	0.0%
Health Education/Risk Reduction		33	0.0%
HIV Counseling and Testing in Care Settings	34		0.0%
Outreach Services		35	0.0%
Referral Services		36	0.0%
Peer Support		37	0.0%
Respite Care		38	0.0%
Permanency Planning		39	NF ¹
Psychosocial Support Services ²		40	0.0%
(100% of all Service Dollars)			100.0%

¹ Not fundable by Ryan White Program Parts A and B.

² Service category was not ranked in Year 18.

³ In Year 18, Skilled Nursing Facility and Hospice were combined into one service category.

⁴ The allocation is combined for these two service categories.

c: Michael Green
File

Exhibit I

Contract No. H-000000

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
CLIENT ADVOCACY SERVICES AGREEMENT**

Amendment No.

THIS AMENDMENT is made and entered into this _____ day
of _____, 2009,

by and between

COUNTY OF LOS ANGELES (hereafter
"County"),

and

_____ (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "HUMAN
IMMUNODEFICIENCY VIRUS (HIV)/ACQUIRED IMMUNE DEFICIENCY SYNDROME
(AIDS) CLIENT ADVOCACY SERVICES AGREEMENT", dated _____ and
further identified as Agreement No. H-000000, and any Amendments thereto (all
hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to extend Agreement and provide
other changes set forth herein; and

WHEREAS, said Agreement provides that changes may be made in the form of a
written Amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall be effective on March 1, 2009.

2. The first paragraph of Paragraph 1, TERM, shall be amended to read as follows:

"1. TERM: The term of this Agreement shall commence on _____, and continue in full force and effect through _____, subject to the availability of federal, State, or County funding sources. In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder."

3. Paragraph 2, DESCRIPTION OF SERVICES, shall be amended to read as follows:

"2. DESCRIPTION OF SERVICES: Contractor shall provide the services described in Exhibit(s) __, attached hereto and incorporated herein by reference."

4. Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, Subparagraphs __ and __, shall be added to Agreement as follows:

"F. During the period of March 1, 2009 through February 29, 2010, the maximum obligation of County for all services provided hereunder shall not exceed _____ Dollars (\$_____). Such maximum obligation is comprised of One Hundred Twenty-One Thousand, Three Hundred Seventy-Nine dollars (\$_____) in federal Centers for Disease Control and Prevention funds and _____ Dollars (\$_____) in net County Cost funds. This sum represents the total maximum obligation of County as shown in Schedule 6, attached hereto and incorporated herein by reference.

G. During the period of March 1, 2010 through February 29, 2011, the maximum obligation of County for all services provided hereunder shall not

exceed _____ Dollars (\$_____). Such maximum obligation is comprised of _____ Dollars (\$_____) in federal Centers for Disease Control and Prevention funds and _____ Dollars (\$_____) in net County Cost funds. This sum represents the total maximum obligation of County as shown in Schedule __, attached hereto and incorporated herein by reference.

5. Paragraph 6, COMPENSATION, shall be amended to read as follows:

"6. COMPENSATION: County agrees to compensate Contractor for performing services set forth in Schedules __ and __, and the COST REIMBURSEMENT Paragraph of this Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets."

6. Exhibits __, SCOPES OF WORK FOR HIV/AIDS CLIENT ADVOCACY SERVICES, are attached to this Amendment and incorporated in Agreement by reference.

7. Schedules __, BUDGETS FOR HIV/AIDS CLIENT ADVOCACY SERVICES, are attached to this Amendment and incorporated in Agreement by reference.

8. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Public Health, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D. MPH
Director and Health Officer

Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
RAYMOND G. FORTNER, JR.
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Gary T. Izumi, Acting Chief
Contracts and Grants

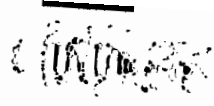
EXHIBIT _

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
CLIENT ADVOCACY SERVICES**

1. DEFINITION:

A. HIV/AIDS client advocacy services focus on assisting clients' entry into and movement through the care and prevention service systems within and outside of the CARE Act-funded service delivery network. Client advocacy services are intended to provide clients with the full range of options for the acquisition of needed resources and to facilitate clients' access, utilization, retention, and adherence to primary health care core services. Client advocacy services are designed to facilitate access to public and private benefits/entitlement programs supported by funding streams including, but not limited to the Ryan White CARE Act, for persons living with HIV/AIDS (PLWH/A). Client advocacy services are coordinated with all relevant service providers to maximize options for access to health care and financial support for PLWH/A throughout the eight (8) Service Planning Areas (SPAs) of Los Angeles County. In addition, client advocacy services will assist HIV/AIDS service providers to help individuals living with, affected by, and at risk for HIV/AIDS to easily identify, select, and access the most appropriate resource(s) available for HIV/AIDS treatment, care, prevention, counseling and testing, faith-based, and social services.

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B. Client advocacy services include, but are not limited to the following activities:

(1) Maintenance of the *HIV L.A. Resource Directory for the Navigation of Health Care and Support Services*, hereafter referred to as *The Directory*, to assist consumers (individuals living with, affected by, or at risk for HIV/AIDS), and service providers to navigate through the care and prevention service systems. The Directory includes Fact Sheets detailing the services available through the various HIV service categories and how to access these services. The Directory and Fact Sheets shall be in printed and web-based formats and available in English and Spanish.

(2) Develop a special interactive portion of the website that assists consumers in understanding, identifying and applying for public and private benefits such as Medi-Cal, Social Security Disability Insurance, Supplemental Security Income, Health Insurance Payment Program, food stamps, etc.; and when appropriate, link PLWH/A to case management programs to ensure ongoing support for accessing appropriate resources.

2. PERSONS TO BE SERVED: HIV/AIDS client advocacy services shall be provided to individuals living with, affected by, or at risk for HIV/AIDS residing within Los Angeles County.

3. SERVICE DELIVERY SITE(S): Contractor's facility where services are to be provided hereunder is located at: _____
90005.

Contractor shall maintain the electronic database (website), all printed materials, and related files utilized in association with this Agreement at said location and/or contracted sites for website and database. Contractor shall request approval from the Director of the Office of AIDS Programs and Policy (OAPP) in writing a minimum of thirty (30) days before terminating services at such location(s) and/or before commencing services at any other location(s).

A memorandum of understanding shall be required for service delivery site(s) on location(s) or property(ies) not owned or leased by the Contractor with the service provider who owns or leases such location or property. This shall include coordination with another agency, community based organization and/or County entity. Contractor shall submit memoranda of understanding to OAPP for approval at least thirty (30) days prior to implementation.

4. COUNTY'S MAXIMUM OBLIGATION: During the period of March 1, 2009 through February 28, 2011, that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS Client Advocacy services in Los Angeles County shall not exceed _____ Dollars (\$_____).

The contract term shall be two (2) twelve (12) month periods. The renewal options will be at the sole discretion of the Director of Public Health or his designee.

Continued funding beyond this term will be dependent upon Contractor performance and the availability of funding.

5. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost as set forth in Schedule(s) _____. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

Payment for services provided hereunder shall be subject to the provisions set forth in the COST REIMBURSEMENT Paragraph of this Agreement.

6. CLIENT FEE SYSTEM: Contractor shall comply with provisions of Section 2605 (e) of Title 26 (CARE Act) which is entitled "Requirements Regarding Imposition of Charges for Services", incorporated into this Agreement as Exhibit ____.

7. SERVICES TO BE PROVIDED: Contractor shall provide HIV/AIDS client advocacy services to eligible individuals and service providers in accordance with procedures formulated and adopted by Contractor's staff, consistent with laws, regulations, and the terms of this Agreement. Contractor shall demonstrate cultural and linguistic competency in services that are appropriate for the target population(s). During each period of this Agreement, HIV/AIDS Client Advocacy services shall include, but are not limited to:

A. Developing, implementing, and maintaining HIV/AIDS client advocacy services in Los Angeles County. Contractor shall provide such services as described within Exhibit(s) ____, Scopes of Work attached hereto and incorporated herein by reference.

B. Promoting and conducting outreach activities to educate individuals living with, affected by, and at risk for HIV/AIDS and HIV/AIDS service providers regarding the availability of Client Advocacy services and resource materials. Promotional activities shall exclude the promotion of the contracted agency (e.g., the Contractor should limit the use of the agency's signage or logo).

C. Maintaining and regularly updating the comprehensive resource guide, *HIV L.A. Resource Directory* (The Directory), in printed and web-based formats, targeting HIV/AIDS service providers. Contractor shall ensure that updates to the information occur at a minimum of once every six (6) months, however providers may submit changes to Contractor at any time for inclusion on the website. Updated editions of the printed version shall be released at a minimum of twice per year.

(1) Contractor shall utilize already existing resources such as the "People's Guide," "Rainbow Resource Directory," and "INFO LINE" and create electronic links to websites of these resources when possible.

(2) Contractor shall ensure the design and organization of the printed resource directory is in magazine format, is user friendly, and enables individuals to easily locate resource information.

(3) Contractor shall ensure that The Directory contains resource information pertaining to HIV/AIDS treatment, care, prevention, counseling and testing, faith-based, and social services, including resources that are not funded through HIV funding.

(4) Contractor shall ensure that The Directory includes but is not limited to the following HIV/AIDS provider information: provider name, street address(es), telephone number, fax number, website address, brief description of services, and population(s) served.

(5) Contractor shall ensure that the directory includes, at a minimum, the following HIV/AIDS services and resources in Los Angeles County: medical care and treatment; AIDS Drug Assistance Program (ADAP) enrollment sites; clinical research; complementary therapies; home health services; oral health/dental; post-exposure prophylaxis; treatment adherence/education; case management (medical, psychosocial, and prevention); mental health (counseling and psychiatric treatment); substance use treatment and recovery; addictive behavior treatment; child care; food and nutrition; HIV counseling and testing; HIV educational skill building and training; HIV prevention, education and risk reduction; HIV/AIDS information and referral; HIV/AIDS related websites; HIV/AIDS planning groups; housing and residential; Housing Opportunities for Persons with AIDS (HOPWA); hotlines and crisis lines; legal and permanency planning; peer support; post-incarceration; public and private benefits/entitlement programs; care and services related to special population groups; spiritual resources; support groups; syringe exchange; translation/interpretation; transportation; work-related services; women;

infants and children; youth; and youth shelters and other youth assistance programs.

(6) Contractor shall ensure that the directory includes, at a minimum, information on and/or a description of: OAPP-funded services; non-CARE Act funded services; public and private benefits/entitlement programs; housing programs; medication/drug interactions and treatment; Americans with Disabilities Act; Health Insurance Portability and Accountability Act (HIPAA); anti-HIV discrimination laws and regulations; work service programs; emergency aid; crisis management; staff/skill development; OAPP capacity building initiative for service providers; a SPA and Health District map with zip code listing; HIV reporting regulations; OAPP Educational Services "HIV Educational Skills Building Guide"; People with HIV/AIDS Bill of Rights and Responsibilities; Los Angeles County adopted Standards of Care; funding and program cycles, such as Part A, Part B, CDC, and State; an index of services providers and phone numbers; and a common acronyms page.

(7) Contractor shall maintain a specific section in the directory to assist service providers in learning details and requirements necessary to make effective and appropriate referrals. This section shall also be included in the resource directory website.

(8) Contractor shall utilize already existing resources such as the "People's Guide," "Rainbow Resource Directory," and "INFO LINE" and create electronic links to websites of these resources when possible.

(9) Contractor shall research eligibility requirements of various services and resources, including public and private benefits/entitlement programs regarding eligibility criteria to assist individuals living with, affected by, or at risk for HIV/AIDS in accessing such services and resources.

(10) Contractor shall include client benefits information in the directory that contains a description of public and private benefits/entitlement programs available to PLWH/A in Los Angeles County and a detailed description of the eligibility criteria for these benefits/entitlement programs. For the purposes of this Agreement, client benefits/entitlement programs may include, but not be limited to, the following services and resources: CARE Act funded services; Medi-Cal; Medicare; Veterans Administration services; AIDS Drug Assistance Program (ADAP); pharmaceutical patient assistance programs; Los Angeles County providers third party insurance acceptance and coverage; Los Angeles County Ability-to-Pay (ATP) program; Health Maintenance Organizations (HMOs) HIV/AIDS specializations and coverage; private medical care and treatment options; HIV/AIDS medical specialists; oral health/dental specialists; Housing Opportunities for People with AIDS (HOPWA) funded

services; Section 8 Housing; Social Security Administration benefits/entitlement programs; Supplemental Security Income; CalWorks; Food Stamps; General Relief; and a detailed listing of benefits hotlines and support resources.

(11) Contractor shall develop and implement a plan for the comprehensive distribution of and access to The Directory for individuals living with, affected by, or at risk for HIV/AIDS, and service providers. Contractor shall ensure that the distribution of the directory reflects the geographic distribution of HIV/AIDS cases in Los Angeles County. Contractor shall maintain an inventory of distribution sites by zip code and SPA. Contractor shall report on the number of directories disseminated through each distribution site, as directed by OAPP.

(12) Contractor shall evaluate the outcome of the directory. Evaluation activities should include, but not be limited to reviewing and analyzing the readers' surveys and producing a report, and the analysis of the distribution and promotion plans, and website traffic. Analysis report shall be submitted to OAPP at the end of each term.

D. Developing, maintaining, and updating *Fact Sheets* to inform individuals living with, affected by, and at risk for HIV/AIDS, and service providers of available CARE Act funded services, non-CARE Act funded services, and public and private benefits/entitlement programs, and information about HIPAA. Such fact sheets shall describe the services available through each of the

various HIV/AIDS service categories and how to access these services to assist individuals living with, affected by, or at risk for HIV/AIDS to understand and effectively utilize the full benefits of the available services. The consumer fact sheets shall be provided in English and Spanish for inclusion in the printed consumer directories and the resource directory website.

(1) Contractor shall ensure that each fact sheet describes in detail the service category that is available, eligibility criteria for the service(s), step-by-step procedures to facilitate accessing the service(s), appeal process when services are denied, and grievance procedure when service delivery is not offered appropriately.

(2) Contractor shall include information on obtaining service/benefit/ entitlement program application forms and when possible, include these application forms, or provide information on how to obtain the forms with the fact sheets.

(3) Contractor shall ensure that The Directory website includes an option to review an alphabetical list of all consumer fact sheets and application forms that pertain to the HIV-related service(s) available on the website.

(4) Contractor shall provide the following service: After the website user has searched the database of available services on the resource directory website and found a match to a query, the user shall be offered

fact sheets applicable to the results of the query, through an interactive feature of the website.

(5) Contractor shall ensure that the fact sheets are reviewed and updated as needed, not less than once every six (6) months. Contractor shall post current fact sheets and materials on the website.

(6) Contractor shall evaluate the outcome of the fact sheets as detailed in the Scopes of Work, Exhibits ____ and ____.

E. Maintain and update The Directory website for HIV/AIDS-related services in Los Angeles County available in English and Spanish at the Internet website address known as www.hivla.org and www.vihla.org.

(1) Contractor shall include a web-page notice to alert individuals who may be searching or browsing the World Wide Web. As directed by OAPP, a disclaimer shall be displayed prominently on the web locations that are most likely to be encountered by website users of the HIV/AIDS content or display a link which will take the user to a separate web-page displaying the HIV/AIDS content notice in its entirety. Additionally, any web-page that features links to web-pages not specifically funded by OAPP must have a pop-up window, which includes a disclaimer as directed by OAPP that appears when the user attempts to link with that web-page. Links which connect the user to web-pages that depict sexual activity or drug use for purposes other than the prevention of HIV or sexually transmitted diseases are expressly forbidden.

(2) Contractor shall collaborate with OAPP and OAPP-subcontracted information systems providers to translate the website referral data language into HIV Integrated Reporting System (HIRS) and Casewatch data language.

(3) Contractor shall ensure that the website contains links to maps and directions to service providers and links to key related Internet-based resources for website users.

(4) Contractor shall ensure that the website provides a search engine that facilitates easy navigation of the website.

(5) Contractor shall ensure that the website and its features are user-friendly and helpful to the user.

(6) Contractor shall update the database on an ongoing basis and review each listing in the entire database at a minimum of twice per year.

(7) Contractor shall collect and track data regarding utilization of the website and shall evaluate the outcome of website utilization.

F. Contractor shall develop and maintain a warm line service staffed by a bi-lingual client advocate(s), with experience in benefits counseling and service referrals, to aid clients, consumers, and service providers in accessing services and information, including appropriate service referrals. This warm line service shall feature a toll-free number and shall be accessible Monday through Friday within the hours of ten (10:00) A.M. to four (4:00) P.M. Callers outside these

hours shall be prompted to call back or leave a message so that a follow-up call can occur the following morning or within one business day.

(1) Contractor shall collect, track, and evaluate data regarding utilization of the warm line, as directed by OAPP.

8. ADDITIONAL REQUIREMENTS:

A. Contractor shall not utilize this Agreement and its associated funds for self-advertisement or self-promotion of its services and programs in any way that distinguishes it from any other HIV/AIDS service provider included in the printed and electronic comprehensive resource directories and fact sheets. Client advocacy services shall exclude the promotion of the contracted agency and Contractor shall limit the use of the agency's signage or logo.

B. Contractor shall develop a promotional campaign that includes, but is not limited to: announcing the availability of the resource directories, fact sheets, website, and trainings/forums; and promoting and educating individuals living with, affected by, and at risk for HIV/AIDS, and HIV/AIDS service providers regarding the availability and utilization of HIV/AIDS client advocacy services.

C. Contractor shall ensure that databases used to maintain client advocacy services shall include the technical capability to transfer data to data systems utilized by OAPP and shall utilize the 'Taxonomy of Human Services: A Conceptual Framework with Standardized Terminology and Definitions for the Field.' Databases created in connection with The Directory should be formatted in a manner that allows them to be used with GIS mapping software (e.g.,

ArcView, MapInfo) and shall be the property of Department of Public Health - OAPP.

D. As directed and approved by OAPP, Contractor shall provide the database and exchange information to the following groups, but not be limited to: OAPP, local planning groups, community-based organizations, service providers, and other relevant institutions.

E. At a minimum, Contractor shall ensure the database and printed Directories include HIV/AIDS-related services funded by Los Angeles County by service category.

F. Contractor shall ensure that client advocacy services are culturally and linguistically appropriate for the target population(s). Contractor shall develop and implement a plan for the use of other services to limit language and cultural barriers.

G. Contractor shall ensure that the printed resource directory, fact sheets, website language, and promotional materials are at the literacy level of seventh grade or lower.

H. Contractor shall ensure that The Directory, fact sheets, website language and promotional materials include the same program and resource information in both English and Spanish languages.

I. Contractor must design a model of client advocacy services that addresses and is reflective of the community being served. Contractor is expected to include PLWH/A in the development of client advocacy materials

(e.g., community advisory boards, consumer review of documents, focus groups, etc.).

J. Contractor shall develop and implement a distribution and access plan that includes, but is not limited to: the development and maintenance of The Directory database; ongoing distribution sites of the printed Directory and fact sheets; registration of the website address; establishment of search engines and links to similar or related websites; and how the website hits will be identified and reported.

K. Contractor shall ensure that all materials, curricula, presentations, and outlines developed for The Directory, fact sheets, and consumer trainings/forums are subject to review and approval by OAPP. All materials developed shall be the property of Department of Public Health - OAPP.

L. Contractor shall comply with the Centers for Disease Control's Interim Revision of Requirements for Content of AIDS-related written materials, pictorials, audiovisuals, questionnaires, survey instruments, and educational sessions, attached hereto and incorporated herein by reference as Exhibit C.

M. Contractor shall submit for approval such educational materials to OAPP at least thirty (30) days prior to the projected date of implementation. For the purposes of this Agreement, educational materials may include, but no be limited to, written materials (e.g., curricula, fact sheets, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar educational materials using photographs, slides, drawings, or paintings).

N. Contractor shall obtain written approval from OAPP's Provider Services Support Division Chief for all educational materials, camera ready copies of The Directory and fact sheets, and website pages utilized in association with this Agreement prior to its implementation. Contractor shall submit such materials for approval at least thirty (30) days prior to the projected date of implementation.

(1) Letter of OAPP approval and materials will be kept on file.

(2) Failure of Contractor to abide by this requirement may result in the suspension of this Agreement at the Director's sole discretion.

9. CONTRACTOR'S SUBCONTRACT/CONSULTANT REQUIREMENTS:

Contractor shall ensure that subcontractors and consultants providing services under this Agreement shall commence services within ninety (90) days of the execution of this Agreement. Subcontract and consultant agreements shall be signed and dated by the Contractor's Director, or his/her authorized designee(s) prior to commencement of subcontracted and/or consultant services.

10. STAFFING REQUIREMENTS:

A. Contractor shall recruit linguistically and culturally appropriate staff to assist in the development of HIV/AIDS client advocacy materials. For the purposes of this Agreement, staff shall be defined as paid and volunteer individuals providing services as described in Exhibit F and Scopes of Work, attached hereto and incorporated herein by reference.

B. Contractor shall maintain and submit to OAPP recruitment records, to include, but not be limited to:

- (1) Job descriptions of all positions funded under this agreement;
- (2) Staff résumé(s);
- (3) Biographical sketch(es) as appropriate.

C. In accordance with the ADDITIONAL PROVISIONS attached hereto and incorporated herein by reference, if during the terms of this Agreement an executive director, program director, or a supervisorial position becomes vacant, Contractor shall notify the OAPP Director in writing prior to filling said vacancy.

11. REPORTS: Subject to the reporting requirements of the REPORTS Paragraph of the ADDITIONAL PROVISIONS of this Agreement attached hereto, Contractor shall submit the following report(s):

A. Monthly Reports: As directed by OAPP, Contractor shall submit a signed hard copy of the monthly report and, as requested, the electronic format of the report and the STANDARD CLIENT LEVEL REPORTING Data for HIV/AIDS client advocacy services no later than thirty (30) days after the end of each calendar month. The reports shall clearly reflect all required information as specified on the monthly report form and be transmitted, mailed, or delivered to the Office of AIDS Programs and Policy, 600 South Commonwealth Avenue, 10th Floor, Los Angeles, California 90005, Attention: Financial Services Division, Chief.

B. Semi-Annual Reports: As directed by OAPP, Contractor shall submit a six (6)-month summary of the data in hard copy, electronic, and/or online format for the periods January through June and July through December.

C. Annual Reports: As directed by OAPP, Contractor shall submit a summary of data in hard copy, electronic, and/or online format for the calendar year due by the end of February of the following year.

D. As directed by OAPP, Contractor shall submit other monthly, quarterly, semi-annual, and/or annual reports in hard copy, electronic, and/or online format within the specified time period for each requested report. Reports shall include all the required information and be completed in the designated format.

12. COUNTY DATA MANAGEMENT SYSTEM: As directed by OAPP, Contractor shall utilize County's data management system to register client's demographic/resource data, enter service utilization data, collect medical and support service outcomes, and to record linkages/referrals to other service providers and/or systems of care. County's system will be used to standardize reporting, importing efficiency of billing, support program evaluation processes, and provide OAPP and participating contractors with information relative to the HIV/AIDS epidemic in Los Angeles County.

13. ANNUAL TUBERCULOSIS SCREENING FOR STAFF: Prior to employment or service provision and annually thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, and consultant providing services hereunder. Such tuberculosis screening shall consist of a tuberculin

skin test (Mantoux test) and/or written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

Contractor shall adhere to Exhibit D, "Guidelines for Staff Tuberculosis Screening", attached hereto and incorporated herein by reference. Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Agreement.

14. QUALITY MANAGEMENT PLAN: Contractor shall submit to OAPP within ninety (90) days of the receipt of this Agreement its written Quality Management (QM) plan. The QM plan shall describe the process for continually assessing the Contractor's program effectiveness in accomplishing contractor mission, goals, and objectives. The plan shall describe the process for the following components: QM Committee, Written Policies and Procedures, Client Feedback, Program Staff, Measurable, Program/Service Quality Indicators, QM Plan Implementation, and Quality Assessment and Management Reports.

A. Quality Management Committee: The QM Committee shall develop, review, and revise the agency's QM plan on an annual basis. In addition, the QM Committee shall continually assess and make recommendations regarding the improvement of program services. It shall, at a minimum, be responsible for developing plans of corrective action for identified program deficiencies, discussing and acting upon process and outcome data results, and results from client feedback. The Committee shall consist of representatives of the program and agency such as clients, volunteers, program staff, management, consultants

and others (e.g., staff from other community-based organizations). The project coordinator(s) under this contract must be included as a Committee member. Committee membership shall be described, at a minimum, by title and role, and the constituency represented (i.e., staff, management, client). The Contractor shall review the Committee recommendations and ensure recommendations are appropriately implemented.

A separate Committee need not be created if the contracted program has established an advisory committee or the like, so long as its composition and activities conform to the criteria described in this Agreement.

The QM Committee activities shall be documented. Required documentation shall include but not be limited to agendas, sign-in sheets, and QM Committee meeting minutes (including date, time, topics discussed, recommendations, and corrective actions).

B. Written Policies and Procedures: The QM plan shall describe the process for reviewing and modifying written policies and procedures. In addition, the plan shall specify that policies be reviewed at a minimum of once a year, approved and signed by the Executive Director or designee.

Policies and procedures shall be based on essential program activities and scopes of work specific to this contract. Written policies and procedures shall be maintained in a manual and available for review at the time of a monitoring review.

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C. Client Feedback: The QM plan shall include a mechanism for obtaining ongoing feedback from program participants regarding program effectiveness, accessibility, and client satisfaction. The QM plan shall describe the method(s) to be used for client feedback (e.g., satisfaction surveys, focus groups, interviews, etc.). Client feedback shall be collected on an ongoing basis or at a minimum of semi-annually. The QM plan shall describe how client feedback data will be managed by the QM Committee and used to make improvements to the program.

D. Program Staff: The QM plan shall describe the process for developing, training and monitoring staff performance. The QM plan shall specify that staff is evaluated annually.

E. Measurable Program/Service Process Outcome Indicators: Indicators are intended to measure:

(1) Process: How well the services are being provided.

(2) Outcome: The benefits or other results for clients that may occur during or after program participation.

By developing a set of indicators specific to each program, establishing a measurable minimum standard for each indicator, and conducting an assessment on the extent to which the indicator is met, the Contractor shall assess the quality of service delivery on an ongoing basis.

The QM Committee is responsible for developing and shall describe in its minutes, a plan of corrective action to address indicators that are marginally met

and describe how the results of the measurable data will be used to improve services. Process and outcome indicators shall be developed based on key activities described in the SERVICES TO BE PROVIDED Paragraph of this Exhibit. The QM plan shall require measurement of and include at a minimum the following measurable program and/or services indicators:

(1) Process: (a) ninety percent (90%) of The Directories will be distributed in each Service Planning Area (SPA) according to Contractor's approved distribution plan; (b) ninety percent (90%) of The Directories, for both English and Spanish languages, will be distributed in each Service Planning Area (SPA) according to the geographic distribution of AIDS cases; (c) one hundred percent (100%) of consumer fact sheets will contain a description of the service category, eligibility criteria for services(s), and step-by-step procedures to access the service; and (d) ninety-five percent (95%) of each database entry will include the following information: provider name, street address(es), telephone number, fax number, website address, brief description of services, and population(s) served.

(2) Outcome: (a) ninety percent (90%) of service providers evaluated will state that utilization of HIV/AIDS client advocacy services was useful in making appropriate referrals to CARE Act funded and non-CARE Act funded services;

F. QM Plan Implementation: Contractor shall implement its QM plan to ensure the quality of the services provided are assessed and improved on a continuous basis.

G. Quality Management (QM) Summary Reports: The QM plan shall include the requirement for two (2) brief and concise Quality Management Summary Reports, Mid-Year and Year-End. These reports shall be developed by the QM Committee and signed by the Executive Director. The following reports shall be made available to the OAPP Program Manager at the time of monitoring review or upon request by County:

(1) Mid-Year QM Summary Report shall, at a minimum, document:

- (a) Areas of concern identified by the QM Committee;
- (b) Program performance;
- (c) Results of process and outcome measurement;
- (d) Data collected from client feedback;
- (e) Results of plans of corrective action.

(2) Year-End QM Summary Report shall, at a minimum document:

- (a) Outcomes of implementing plans of corrective action for the previous six months;
- (b) Overall QM program performance.

15. CULTURAL COMPETENCY: Program staff should display non-judgmental, cultural-affirming attitudes. Program staff should affirm that clients of ethnic and cultural

communities are accepted and valued. Programs are urged to participate in an annual self-assessment of their cultural proficiency.

SCHEDULE _

HIV/AIDS CLIENT ADVOCACY SERVICES

	<u>Budget Period</u> March 1, 2009 through <u>February 29, 2010</u>
Salaries	\$ 109,729
Employee Benefits	\$ <u>22,704</u>
Total Salaries and Employee Benefits	\$ 132,433
Travel	\$ 3,360
Equipment	\$ 1,000
Supplies	\$ 500
Other	\$ 83,908
Consultants/Subcontracts	\$ 0
Indirect Cost	\$ <u>21,558</u>
TOTAL PROGRAM BUDGET	\$ 242,759

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

SCHEDULE __

HIV/AIDS CLIENT ADVOCACY SERVICES

Budget Period
March 1, 2010
through
February 28, 2011

Salaries	\$ 109,729
Employee Benefits	<u>\$ 22,704</u>
Total Salaries and Employee Benefits	\$ 132,433
Travel	\$ 3,360
Equipment	\$ 1,000
Supplies	\$ 500
Other	\$ 83,908
Consultants/Subcontracts	\$ 0
Indirect Cost	<u>\$ 21,558</u>
TOTAL PROGRAM BUDGET	\$ 242,759

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

Exhibit II

Contract No. PH-Pending

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
BENEFITS SPECIALTY SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this _____ day
of _____, 2009,

by and between

COUNTY OF LOS ANGELES (hereafter
"County"),

and

AIDS SERVICE CENTER, INC. (hereafter
"Contractor")

WHEREAS, California Health and Safety Code Section 101025 places upon
County's Board of Supervisors the duty to preserve and protect the public's health; and
WHEREAS, California Health and Safety Code Section 101000 requires County's Board
of Supervisors to appoint a County Health Officer, who is also the Director of County's
Department of Public Health, to prevent the spread or occurrence of contagious,
infectious, or communicable diseases within the jurisdiction of County; and

WHEREAS, County has established Office of AIDS Programs and Policy
(hereafter "OAPP") under the administrative direction of County's Department of Public
Health (hereafter "DPH"); and

WHEREAS, County's OAPP is responsible for County's AIDS programs and
services; and

WHEREAS, the term "Director" as used herein refers to County's Director of DPH or his/her authorized designee(s); and

WHEREAS, County is authorized by Government Code Section 26227 and otherwise to contract for services hereunder; and

WHEREAS, County is authorized by Government Code Section 53703 to do all acts necessary to participate in any Federal program whereby Federal funds are granted to County for purposes of health, education, welfare, public safety, and law enforcement which have not been preempted by State law; and

WHEREAS, County has been awarded grant funds from the U.S. Department of Health and Human Services (hereafter "DHHS"); which is authorized by the Ryan White Comprehensive AIDS Resources Emergency Act of 1990, its amendments of 1996, and Subsequent Reauthorizations of the Act (hereafter "Ryan White Program"); and

WHEREAS, it is established by virtue of County's receipt of grant funds under the Ryan White Program that County is one of the local areas hardest "hit" by the AIDS epidemic; and

WHEREAS, Contractor is familiar with the Ryan White Program, incorporated herein by this reference, and its intent to improve the quality, availability, coordination, efficiency and organization of care, treatment, and support services for HIV infected individuals and families; and

WHEREAS, funds received under the Ryan White Program will be utilized to supplement, not supplant, State, federal, or local funds made available in the year for

which funding is awarded to provide HIV-related services to individuals with HIV disease; and

WHEREAS, as a recipient of Ryan White Program funds, Contractor will participate in the Los Angeles County Eligible Metropolitan Area (EMA) HIV continuum of Care.

WHEREAS, as a recipient of Ryan White Program funds, Contractor must implement a "consumer advisory committee" with regular meetings and consumer membership as a mechanism for continuously assessing client need and adequacy of Contractor's services, and to obtain client feedback.

WHEREAS, as a recipient of Ryan White Program funds, Contractor must actively collaborate and recruit referrals from service organizations and agencies beyond the Ryan White Ryan White Program service delivery system, including, but not limited to, substance abuse, mental health, primary health care and social services organizations.

WHEREAS, as a recipient of Ryan White Program funds, Contractor's referrals to and from organizations must be noted and tracked in the OAPP service utilization data system, and followed up in cases where the client does not make or present for appointment, in accordance with Contractor's referral guidelines; and

WHEREAS, Contractor agrees to abide by the requirements of the funding source and all regulations issued pursuant thereto; and

WHEREAS, Contractor possesses the competence, expertise, facilities, and personnel to provide the services contemplated hereunder; and

WHEREAS, it is the intent of the parties hereto to enter into Agreement to provide HIV/AIDS Benefits Specialty services for compensation, as set forth herein; and NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: The term of this Agreement shall commence on March 1, 2009 and shall continue in full force and effect through February 28, 2010. This Agreement may be terminated, with or without cause, by Contractor upon giving of at least thirty (30) calendar days' advance written notice to County. In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder.

Director may also suspend the performance of services hereunder, in whole or in part, effective upon Contractor's receipt of County's written notice. County's notice shall set forth the reasons for the suspension, the extent of the suspension, and the requirements for full restoration of the performance obligations.

County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's fiscal years (July 1 - June 30) unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each fiscal year. If County's Board of Supervisors fails to appropriate funds for any fiscal year, this Agreement shall be deemed to have terminated June 30th of the prior fiscal year. County shall notify Contractor in writing of such non-allocation of funds at the earliest possible date.

Notwithstanding any other provision of this Agreement, the failure of Contractor or its officers, agents, or employees to comply with the terms of this Agreement or any

written directives by or on behalf of County issued pursuant hereto shall constitute a material breach hereto and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

In the event of termination or suspension of this Agreement, Contractor shall:

A. If clients/patients are treated hereunder, make immediate and appropriate plans to transfer or refer all clients/patients treated under this Agreement to other agencies for continuing care in accordance with the client's/patient's needs. Such plans shall be approved by Director, except in such instance, as determined by Contractor, where an immediate client/patient transfer or referral is indicated. In such instances, Contractor may make an immediate transfer or referral.

B. Immediately eliminate all new costs and expenses under this Agreement. New costs and expenses include, but are not limited to, those associated with new client/patient admissions. In addition, Contractor shall immediately minimize all other costs and expenses under this Agreement. Contractor shall be reimbursed only for reasonable and necessary costs or expenses incurred after receipt of notice of termination.

C. Promptly report to County in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.

D. Provide to County's OAPP within forty-five (45) calendar days after such termination date, an annual cost report as set forth in the ANNUAL COST REPORT Paragraph, hereunder.

2. DESCRIPTION OF SERVICES: Contractor shall provide the services described in Exhibit A, attached hereto and incorporated herein by reference.

3. MAXIMUM OBLIGATION OF COUNTY: During the period March 1, 2009 through February 28, 2010, the maximum obligation of County for all services provided hereunder shall not exceed One Hundred Forty Thousand Dollars (\$140,000). Such maximum obligation is comprised entirely of United States Department of Health and Human Services Health Resources and Services Administration (HRSA) Ryan White HIV/AIDS Treatment Modernization Act (Ryan White Program) Part A funds. This sum represents the total maximum obligation of County as shown in Schedule 1, attached hereto and incorporated herein by reference.

4. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. If sufficient monies are available from Federal, State, or County funding sources, and upon Director's or his authorized designee's specific written approval, County may require additional services and pass on to Contractor an increase to the applicable County maximum obligation as payment for such services, as determined by County. For the purposes of this provision, Director's authorized designee shall be the Chief of Operations, Public Health. If monies are reduced by Federal, State, or County funding sources, County may also decrease the applicable County maximum obligation as determined by County.

Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed twenty-five percent (25%) of the applicable County maximum obligation, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Executive Officer. If the increase or decrease exceeds twenty-five percent (25%) of the applicable County maximum obligation, approval by County's Board of Supervisors shall be required. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Agreement, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such County fiscal year or other applicable time period.

If County determines from reviewing Contractor's records of service delivery and billings to County that a significant underutilization of funds provided under this Agreement will occur over its term, Director or County's Board of Supervisors may reduce the applicable County maximum obligation for services provided hereunder and reallocate such funds to other providers. Director may reallocate a maximum of twenty-five percent (25%) of the applicable County maximum obligation or One Hundred Thousand Dollars (\$100,000), whichever is greater. Director shall provide written notice of such reallocation to Contractor and to County's Chief Executive Officer. Reallocation of funds in excess of the aforementioned amounts shall be approved by County's Board of Supervisors. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

C. Funds received under the Ryan White Program will not be utilized to make payments for any item or service to the extent that payment has been made or can be reasonably expected to be made, with respect to any item or service by:

(1) Any State compensation program, insurance policy, or any federal, State, County, or municipal health or social service benefits program, or;

(2) Any entity that provides health services on a prepaid basis.

5. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled "ADDITIONAL PROVISIONS". The terms and conditions therein contained are part of this Agreement.

6. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost as set forth in Schedule 1 and the PAYMENT Paragraph of the ADDITIONAL PROVISIONS, are attached hereto. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

7. CONFLICT OF TERMS: To the extent there exists any conflict between the language of this Agreement and that of any of the exhibit(s) and schedule(s) attached hereto, the language in this Agreement shall govern and prevail, and the remaining exhibit(s) and schedule(s) shall govern and prevail in the following order:

Exhibit A

Schedule 1

Exhibits B, C and D

8. PAYMENT-COST REIMBURSEMENT: County shall compensate Contractor for actual reimbursable net costs incurred by Contractor in performing services hereunder.

A. Monthly Billing: Contractor shall bill County monthly in arrears. All billings shall include a financial invoice and all required programmatic reports and/or data. All billing shall clearly reflect all required information as specified on forms provided by County regarding the services for which claims are to be made

and any and all payments made to Contractor by, or on behalf of, clients/patients. Billings shall be submitted to County within thirty (30) calendar days after the close of each calendar month. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment in accordance with the schedule(s) attached hereto.

B. Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that actual reimbursable net costs for any services furnished hereunder are lower than the payments made thereof by County, and/or if it is determined by such audit that any payments made by County for a particular service is for costs which are not reimbursable pursuant to provisions of this Agreement, then the difference shall be repaid by Contractor.

(2) If within forty-five (45) calendar days of termination of the contract period, such audit finds that the allowable costs of services furnished hereunder are higher than the payments made by County, then the difference may be paid to Contractor.

C. In no event shall County be required to reimburse Contractor for those costs of services provided hereunder which are covered by revenue from or on behalf of clients/patients or which are covered by funding from other governmental contracts or grants.

D. In no event shall County be required to pay Contractor more for all services provided hereunder than the maximum obligation of County as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement, unless otherwise revised or amended under the terms of this Agreement.

E. Travel costs shall be reimbursed according to applicable federal, state, and/or local guidelines. Prior authorization, in writing, shall be required to claim reimbursement for travel outside Los Angeles County unless such expense is explicitly approved in the contract budget. Request for authorization shall be made in writing to Director and shall include the travel dates, locations, purpose/agenda, participants, and costs.

F. Withholding Payment:

(1) Subject to the reporting and data requirements of this Agreement and the exhibit(s) attached hereto, County may withhold any claim for payment by Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Agreement, or if such report or data is incomplete in accordance with requirements set forth in this Agreement. This withholding may be invoked for the current month and any succeeding month or months for reports or data not delivered in a complete and correct form.

(2) Subject to the provisions of the TERM and ADMINISTRATION Paragraphs of this Agreement, and the exhibits(s) attached hereto, County may withhold any claim for payment by Contractor if Contractor has been

given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Agreement and has failed to correct such deficiency(ies). This withholding may be invoked for any month or months for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of the exhibit(s) of this Agreement, if the services are not completed by Contractor within the specified time, County may withhold all payments to Contractor under this Agreement between County and Contractor until proof of such services is delivered to County.

(5) In addition to Subparagraphs (1) through (4) immediately above, Director may withhold claims for payment by Contractor which are delinquent amounts due to County as determined by a cost report settlement, audit report settlement, or financial evaluation report, resulting from this or prior years' Agreement(s).

G. Contractor agrees to reimburse County for any federal, State, or County audit exceptions resulting from noncompliance herein on the part of Contractor or any subcontractor.

9. FISCAL VIABILITY: Contractor must be able to carry the costs of its program without reimbursement from the contract for at least sixty (60) days at any point during the term of the contract.

10. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor understands and agrees that as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA law and implementing regulations related to transactions and code set, privacy, and security. Each party further agrees to indemnify and hold harmless the other party (including their officers, employees, and agents), for its failure to comply with HIPAA".

11. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

A. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a

subcontract with a County Contractor and has received or will receive an aggregate sum of Fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

C. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent

with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. The required form, "County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception", is to be completed by the Contractor prior to Board approval of this Agreement and forwarded to OAPP.

D. Contractor's violation of the above subparagraph of Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

12. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING

EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever; for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

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13. TERMINATION FOR CONVENIENCE: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) calendar day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

- A. Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and
- B. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

After receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor, for a period of five (5) years after final settlement under this Agreement, shall make available to County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Southern California and shall be made available within ten (10) calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

14. ALTERATION OF TERMS: This Agreement, together with the exhibit(s) and schedule(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

15. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

16. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to County's Department of Public Health, Office of AIDS Programs and Policy, Contract Administration Division, 600 South Commonwealth Avenue, Tenth Floor, Los Angeles, California 90005, prior to commencing services under this Agreement. Such certificates or other evidence shall:

- (1) Specifically identify this Agreement;
- (2) Clearly evidence all coverages required in this Agreement;
- (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance;
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insured for all activities arising from this Agreement;

(5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits: Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

17. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations	
Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 Million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Workers Compensation and Employers' Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
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Disease - Policy Limit: \$1 Million

Disease - Each Employee: \$1 Million

D. Professional Liability Insurance: Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 Million per occurrence and \$3 Million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon expiration or earlier termination or cancellation of this Agreement.

18. CONTRACTOR'S OFFICES: Contractor's primary business offices are located at 1030 South Arroyo Parkway, Pasadena, California 91105. Contractor's primary business telephone number is (626) 441-8495 and facsimile/FAX number is (626) 799-6253. Contractor shall notify in writing County's OAPP Director, any change in its primary business address, business telephone number, and/or facsimile/FAX number used in the provision of services herein, at least ten (10) days prior to the effective date thereof.

If during the term of this Agreement, the corporate or other legal status of Contractor changes, or the name of Contractor changes, then Contractor shall notify County's OAPP Director, in writing detailing such changes at least thirty (30) days prior to the effective date thereof.

19. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage prepaid, return

receipt requested, to the parties at the following addresses and to the attention of the person named. Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by the parties by giving ten (10) calendar days prior written notice thereof to the parties.

To County: 1. Department of Public Health
313 North Figueroa Street
8th Floor
Los Angeles, California 90012

Attention: Chief of Operations

2. Department of Public Health
Office of AIDS Programs and Policy
600 South Commonwealth Avenue
10th Floor
Los Angeles, California 90005

Attention: Director

3. Department of Public Health
Contracts and Grants Division
313 North Figueroa Street
6th Floor West
Los Angeles, California 90012

Attention: Division Chief

To Contractor: AIDS Service Center, Inc.
909 South Fair Oaks Avenue
Pasadena, California 91105

Attention: Yvonne Benson

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Public Health, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D. MPH
Director and Health Officer

AIDS SERVICE CENTER, INC.
Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
RAYMOND G. FORTNER, JR.
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Gary Izumi, Chief
Contracts and Grants

EXHIBIT A

AIDS SERVICE CENTER, INC.

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
BENEFITS SPECIALTY SERVICES**

1. DESCRIPTION: HIV/AIDS benefits specialty services are client-centered activities that facilitate a client's access to public benefits and programs supported by funding streams other than the Ryan White Program. Benefits specialty services focus on assisting a client's entry into and movement through care service systems outside of the Ryan White Program-funded service delivery network. It is the primary responsibility of Specialists to ensure that their clients are receiving all the benefits and entitlements for which they are eligible.

Specialists educate clients about available benefits and provide assistance with the application process. When needed, Specialists shall also help prepare for and facilitate relevant benefit appeals.

HIV/AIDS benefits specialists shall explore the following benefits as possible options for their clients: AIDS Drug Assistance Program (ADAP); Ability to Pay Program (ATP); Cal-Works; CARE/Health Insurance Premium Payment (HIPP); Entitlement programs; Food Stamps; General Relief/General Relief Opportunities to Work (GROW); In Home Supportive Services (IHSS); Healthy Families Program; Medicaid/Medi-Cal; Medi-Cal/HIPP; Medicare; Medicare Buy-In Program; Patient Assistance Programs (Pharmaceutical Companies); Private Insurance; Section 8 and other housing programs; Social Security Disability Insurance (SSDI); State

Disability Insurance; Supplemental Security Income (SSI); State Supplementary Payments (SSP); Temporary Aid to Needy Families (TANF); Unemployment Insurance (UI); Women, Infants and Children (WIC); Worker's Compensation; Other public/private benefits programs.

2. PERSONS TO BE SERVED: HIV/AIDS benefits specialty services shall be provided to indigent persons with HIV/AIDS residing within Los Angeles County in accordance with Attachment 1, "Service Delivery Questionnaire", attached hereto and incorporated herein by reference. Such services shall service persons with multiple, complex psychosocial issues that may interfere with accessing, maintaining, and adhering to primary health care and other support services.

3. CLIENT FEE SYSTEM: Contractor shall comply with provisions of Section 2605 (e) of Title 26 (Ryan White Program) which is entitled "Requirements Regarding Imposition of Charges for Services", incorporated into this Agreement as Exhibit B.

Contractor shall be responsible for developing and implementing a client fee system. Such system shall include, but not be limited to, the following components: (1) procedures and forms used in financial screening of clients; (2) schedule of fees; (3) procedures and forms used in determining whether client is covered by any third party payor, such as Medicare, Medi-Cal, managed care program, or other private insurance; (4) description of mechanism or procedures used in assisting clients in applying for public benefits, entitlement programs, and/or other health insurance

programs for which they may be eligible; and (5) the frequency intervals of subsequent client financial screenings.

4. CLIENT/PATIENT ELIGIBILITY: Contractor shall be responsible for developing and implementing client eligibility criteria. Such criteria shall include clients' HIV status, residency in Los Angeles County, and income. Verification of client's Los Angeles County residency and income shall be conducted on an annual basis. In addition, eligibility criteria shall address the following:

A. Contractor shall prioritize delivery of services to clients who live at or below one hundred percent (100%) of the Federal poverty level and who have the greatest need for benefits specialty services.

B. Clients who live above one hundred percent (100%) of the Federal poverty level may also be eligible for services. This is dependent upon the threshold for eligibility as determined by the annual priority and allocation decisions.

C. Client's annual healthcare expenses that are paid for through use of the client's income shall be considered deductions against the client's income for the purposes of determining the client's income level.

5. SERVICE DELIVERY SITE: Contractor shall provide Benefits Specialty services at the following location: 1030 South Arroyo Parkway, Pasadena, California 91105.

Contractor shall request approval from Office of AIDS Program and Policy (OAPP) in writing a minimum of thirty (30) days before terminating services at such location(s) and/or before commencing services at any other location(s).

A memorandum of understanding shall be required for service delivery site(s) on location(s) or property(ies) not owned or leased by Contractor with the service provider who owns or leases such location or property. This shall include coordination with another agency, community based organization, and/or County entity. Contractor shall submit memoranda of understanding to OAPP for approval at least thirty (30) days prior to implementation.

6. SERVICES TO BE PROVIDED: During the period of this Agreement, Contractor shall provide such services as required by OAPP, including, but not be limited to the following activities:

A. Contractor shall facilitate a minimum of twenty-four (24) Outreach workshops for a minimum of one thousand, two hundred (1,200) participants.

B. Contractor shall provide Benefits Specialty services to a minimum of four hundred (400) clients.

C. Contractor shall successfully complete a minimum of two thousand, four hundred applications (2,400) benefit and entitlement applications.

D. Contractor shall ensure that benefits specialists assist clients with the appeals process, when indicated.

7. DIRECT SERVICES: During the period of this Agreement, Contractor shall provide HIV/AIDS Benefits Specialty services to eligible clients in accordance with

procedures formulated and adopted by Contractor's staff, consistent with laws, regulations, the Los Angeles County Commission on HIV Benefits Specialty Standards of Care, and the terms of this agreement. Services include:

A. Outreach: Programs providing benefits specialty services shall conduct outreach activities to potential clients and HIV service providers to promote the availability of and access to benefits specialty services. Programs shall work in collaboration with HIV primary health care and support services providers, as well as HIV testing sites. In order to reach a larger population of individuals living with HIV/AIDS, Contractor shall provide Benefits Specialty services at various designation locations throughout Los Angeles County. Those locations are noted in PARAGRAPH seven (7) of this exhibit.

B. Intake: Client intake determines eligibility and includes demographic data, emergency contact information, next of kin and eligibility documentation. The complete intake process, including registration and eligibility, is required for every client during the intake process and throughout benefits specialty service delivery; client confidentiality shall be strictly maintained and enforced. All programs shall follow HIPAA guidelines and regulations for confidentiality.

(1) As needed, Release of Benefits Specialty Information forms shall be gathered. These forms detail the specific person/s or agencies to or from whom information shall be released as well as the specific kind of information to be released. New forms must be added for individuals not

listed on the most current Release of Information. (Specification should indicate the type of information that can be released).

(2) Client intake shall include the following information to be kept on file in the client chart (at minimum): written documentation of HIV/AIDS status; proof of Los Angeles County residency or Affidavit of Homelessness; verification of financial eligibility for services; date of intake; client name, home address, mailing address and telephone number; next of kin and/or emergency contact name, home address and telephone number.

(3) The following completed forms are required for each client and shall be kept on file in the client chart: release of information; limits of confidentiality; consent to receive services; clients rights and responsibilities; client grievance procedures; disclosure or duty statement from client that informs the Benefits Specialist when client has retained legal representation; program disclaimer that Benefits Specialty Services do not constitute legal advice or representation and that there is no guarantee of success in obtaining benefits.

C. Benefits Assessment: Benefits assessments are cooperative, interactive, face-to-face interviews that are conducted in order to: determine a client's need for public benefits and entitlements; educate a client about available benefits and entitlements; identify appropriate benefits and entitlements with the client; preliminarily assess a client's eligibility for benefits and entitlements;

provide necessary forms and instructions, as indicated; determine whether client has already sought legal recourse for benefits s/he is seeking.

(1) Benefits assessments shall be completed during the first appointment with the client. In the event that a client, due to physical impairment or illness, is unable to come to an agency appointment, the benefits specialist shall be dispatched to his/her place of residence to complete the assessment and requisite follow-up.

(2) While it is anticipated that most clients shall come to benefits specialty services through direct referral from case managers, it is incumbent upon benefits specialists to ensure referral to case management services for any clients not already connected to such services.

(3) Benefits assessments require the following documentation to be kept on file in the client chart (at minimum): date of assessment; signature and title of staff person completing the assessment; completed assessment/information form; notation of functional barriers; brief notification of relevant benefits and entitlements and record of forms provided.

D. Benefits Service Plan (BSP): In conjunction with the client, a Benefits Service Plan is developed to determine the benefits and entitlements for which the client shall apply. The benefits specialist is responsible for providing advice, referrals and other assistance necessary to carry out the BSP after a

determination has been made as to whether or not the person has sought legal representation. The benefits specialty advocate shall work with the client through office visits, home visit and/or phone calls to obtain the services or information necessary to complete the benefit/entitlement process.

(1) BSP shall include the level of facilitation expected from the advocate:

(a) Clients with insignificant or no apparent functional barriers shall be provided with necessary forms and instructions. Specialists shall follow-up within two weeks to check client's progress in completing and applying for benefits and entitlements.

(b) Clients with significant functional barriers shall be provided with necessary form and instructions and given an appointment to return within two weeks to assist in completing forms.

(2) BSP shall include, but not be limited to, the following required documentation to be maintained within the client record: name, date and signature of client and benefits specialist; notation of benefits and entitlements to which the client will apply; notation of functional barriers status and requisite next steps; disposition of the application for each benefit or entitlement as it is completed, changed or determined to be unattainable.

(3) Contractor shall ensure that the benefits specialist continues to address and document existing and newly identified Individual Benefits Service Plan goals.

E. Application Assistance: Clients with significant barriers shall be given an appointment within two weeks of assessment to assist in the completion of relevant applications. This assistance shall be provided in a one-on-one meeting with the same benefits specialist that completed the client's assessment whenever possible. Contractor shall ensure the following:

(1) Clients with insignificant or no functional barriers will be offered individual application assistance if, at the time of follow-up, they express a need for this service.

(2) The specialist shall ensure that the applications are complete and that the client has clear instructions about the next steps required to finalize the application process (e.g., setting appointments at benefits offices, mailing instructions, etc.).

(3) In the event that a client does not attend a scheduled appointment, specialists shall attempt to follow-up within one business day.

(4) Documentation for application assistance services shall be kept in the form of a progress note and shall include but not be limited to, the following required information: date; determination whether client has already sought legal recourse related to services for which s/he is seeking

benefits; description of applications completed; time spent with, or on behalf of, the client; specialist's signature and title.

F. Appeals Counseling and Facilitation: Clients who have been denied a benefit or entitlement shall be offered individual appeals counseling and facilitation services. Contractors shall ensure the following:

(1) Specialists shall educate and advise clients on methods to address appeals, and, when indicated, accompany them to the appeal in a facilitative role (not as a legal representative).

(2) In cases in which a specialist deems that further legal assistance is required to successfully negotiate an appeal, clients shall be referred to legal service providers.

(3) In the event that a client does not attend a scheduled appeals counseling appointment, specialists shall attempt to follow-up within one business day.

(4) Documentation for appeals counseling and facilitation services shall be kept in the form of a progress note and shall include but not be limited to, the following required information: date; brief description of assistance provided; time spent with, or on behalf of, the client; legal referrals (as indicated); specialist's signature and title.

8. PROGRAM RECORDS: Contractor shall maintain client program records as follows:

A. Each client record shall include:

- (1) Documentation of HIV/AIDS diagnosis;
- (2) Proof of County of Los Angeles residency;
- (3) Verification of client's financial eligibility for services;
- (4) Client demographic information;
- (5) A current benefits assessment including date and signature of staff conducting assessment;
- (6) A current and appropriate benefits service plan including staff's and client's signature or documentation noting the client's acceptance of the plan;
- (7) Progress notes documenting services provided to the client;
- (8) Documentation of all contacts with and actions taken on behalf of the client including:
 - (a) Date;
 - (b) Time spent;
 - (c) Type of contact;
 - (d) What occurred during contact;
 - (e) Signature and title of person providing contact.

9. ADDITIONAL SERVICE REQUIREMENTS:

A.. Contractor shall develop and implement a broken appointment policy and procedure to ensure client retention and continuity of services. Follow-up of broken appointments may consist of telephone calls, written correspondence,

direct contact, or may involve all of the above in a concerted effort to maintain the client in care. These interventions shall be documented within the client record.

B. Contractor shall obtain written approval from OAPP's Director for all forms and procedures utilized in association with this Agreement prior to its implementation.

C. Contractor shall submit for approval such forms and procedures to OAPP at least thirty (30) days prior to the projected date of implementation. For the purposes of this Agreement, forms and procedures include, but are not limited to: intake/assessment, release of information, consent for family benefits specialty services, limits of confidentiality, client rights and responsibilities, and grievance procedures.

10. ADMINISTRATIVE SUPERVISION: Contractor shall provide administrative oversight of the benefits specialty program.

A. Client Record Reviews: assess that required documentation is completed properly in a timely manner and secured within client records. Client record review shall consist of the following required documentation: checklist of required documentation signed and dated by the individual conducting the record review; written documentation identifying steps to be taken to rectify missing or incomplete documentation; and date of resolution of required documentation omission. Client record reviews shall be maintained within each client record. All active benefits specialty client records shall be reviewed at a minimum of once per year.

B. Preparation and submission of reports in accordance with the REPORTS Paragraph of this Exhibit.

11. STAFF DEVELOPMENT AND ENHANCEMENT ACTIVITIES: Contractor shall provide and/or allow access to ongoing staff development of benefits specialists. Staff development and enhancement activities shall include, but not be limited to:

A. Trainings and/or in-services related to entitlement programs, benefits specialty issues, and HIV/AIDS.

B. Staff development and enhancement shall consist of the following required documentation:

- (1) Date, time, and location of function and function type;
- (2) Name of staff attending function;
- (3) Name of sponsor or provider of function;
- (4) Training outline;
- (5) Meeting agenda and/or minutes.

Verification of participation in staff development and enhancement activities shall be maintained in each personnel record.

12. STAFF REQUIREMENTS:

A. Benefits Specialist Qualifications: At a minimum, each benefit specialist shall possess a bachelor's degree in a human services area and/or certification in self-insurance liability; OR hold a high school diploma (or GED equivalent) and have at least one (1) year of experience working as a benefits

specialist, OR worked at least three (3) years within a related field of assisting clients in accessing public benefits or entitlement programs and/or services.

Further, each benefits specialist shall participate in and successfully complete the Benefits Specialty Training Program, as directed by OAPP, before the end of this contract term or as instructed by OAPP. A copy of the certificate of completion shall be maintained in each personnel record.

B. Supervision: Supervision is required of all benefits specialists in order to provide guidance and support. Supervision shall be provided for all benefits specialists at a minimum of four hours per month to assist in problem solving and additional resource gathering.

13. CONTRACTOR'S SUBCONTRACT/CONSULTANT REQUIREMENTS:

Contractor shall ensure that subcontractors and consultants providing services under this Agreement shall commence services within ninety (90) days of the execution of this Agreement. Subcontract and consultant agreements shall be signed and dated by the Contractor's Director, or his/her authorized designee(s) prior to commencement of subcontracted and/or consultant services. (See ADDITIONAL PROVISIONS section for more information).

14. REPORTS: Subject to the reporting requirements of the REPORTS Paragraph of the ADDITIONAL PROVISIONS of this Agreement attached hereto, Contractor shall submit the following report(s):

A. Monthly Reports: As directed by OAPP, Contractor shall submit a signed hard copy of the monthly report and, as requested, the electronic format

of the report and the STANDARD CLIENT LEVEL REPORTING Data for benefits specialty services no later than thirty (30) days after the end of each calendar month. The reports shall clearly reflect all required information as specified on the monthly report form and be transmitted, mailed, or delivered to Office of AIDS Programs and Policy, 600 South Commonwealth Avenue, 10th Floor, Los Angeles, California 90005, Attention: Financial Services Division, Chief.

B. Semi-annual Reports: As directed by OAPP, Contractor shall submit a six (6)-month summary of the data in hard copy, electronic, and/or online format for the periods January through June and July through December.

C. Annual Reports: As directed by OAPP, Contractor shall submit a summary of data in hard copy, electronic, and/or online format for the calendar year due by the end of February of the following year.

D. As directed by OAPP, Contractor shall submit other monthly, quarterly, semi-annual, and/or annual reports in hard copy, electronic, and/or online format within the specified time period for each requested report. Reports shall include all the required information and be completed in the designated format.

15. COUNTY MANAGEMENT DATA SYSTEM: Contractor shall utilize County's data management system to register client's eligibility data, demographic/resource data, enter service utilization data, medical and support service outcomes, and to record linkages/referrals to other service providers and/or systems of care. County's system will be used to invoice for all delivered services, standardize reporting, import efficiency of billing, support program evaluation processes, and provide OAPP and participating

contractors with information relative to the HIV/AIDS epidemic in Los Angeles County. Contractor shall ensure data quality and compliance with all data submission requirements.

16. ANNUAL TUBERCULOSIS SCREENING FOR STAFF: Prior to employment or provision of services, and annually thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, and consultant providing services hereunder. Such tuberculosis screening shall consist of tuberculin skin test (Mantoux test) and/or written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

Contractor shall adhere to Exhibit C, "Guidelines for Staff Tuberculosis Screening", attached hereto and incorporated herein by reference. Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Agreement.

17. EMERGENCY AND DISASTER PLAN: Contractor shall submit to OAPP within thirty (30) days of the execution of this Agreement an emergency and disaster plan, describing the procedures and actions to be taken in the event of an emergency, disaster, or disturbance in order to safeguard Contractor's staff and recipients of services from Contractor. Situations to be addressed in the plan shall include emergency medical treatment for physical illness or injury of Contractor's staff and recipients of services from Contractor, earthquake, fire, flood, resident disturbance, and work action. Such plan shall include Contractor's specific procedures for providing this information to all program staff.



18. EMERGENCY MEDICAL TREATMENT: Clients receiving services hereunder who require emergency medical treatment for physical illness or injury shall be transported to an appropriate medical facility. The cost of such transportation as well as the cost of emergency medical care shall not be a charge to nor reimbursable hereunder. Contractor shall have a written policy(ies) for Contractor's staff regarding how to access Emergency Medical Treatment for recipients of services from the Contractor's staff. Copy(ies) of such written policy(ies) shall be sent to County's Department of Public Health, Office of AIDS Programs and Policy, Clinical Services Division.

19. PEOPLE WITH HIV/AIDS BILL OF RIGHTS AND RESPONSIBILITIES: Contractor shall adhere to all provisions within Exhibit D, People with HIV/AIDS Bill of Rights and Responsibilities (Bill of Rights) document attached hereto and incorporated herein by reference. Contractor shall post this document and/or Contractor-specific higher standard at all Care Services provider sites, and disseminate it to all patients/clients. A Contractor-specific higher standard shall include, at a minimum, all provisions within the "Bill of Rights". In addition, Contractor shall notify and provide to its officers, employees, and agents, the "Bill of Rights" document and/or Contractor-specific higher standard.

If Contractor chooses to adapt this "Bill of Rights" document in accordance with Contractor's own document, Contractor shall demonstrate to OAPP, upon request, that Contractor fully incorporated the minimum conditions asserted in the "Bill of Rights" document.

20. QUALITY MANAGEMENT: Contractor shall implement a Quality Management (QM) program that assesses the extent to which the care and services provided are consistent with federal (e.g., Public Health Services and CDC Guidelines), State, and local standards of HIV/AIDS care and services. The QM program shall at a minimum:

- A. Identify leadership and accountability of the medical director or executive director of the program;
- B. Use measurable outcomes and data collected to determine progress toward established benchmarks and goals;
- C. Focus on linkages to care and support services;
- D. Track client perception of their health and effectiveness of the service received.
- E. Serve as a continuous quality improvement (CQI) process reported to senior leadership annually.

21. QUALITY MANAGEMENT PLAN: Contractor shall develop program on a written QM plan. Contractor shall develop **one (1)** agency-wide QM plan that encompasses all HIV/AIDS care and prevention services (if agency has both care and prevention contracts). Contractor shall submit to OAPP within sixty (60) days of the receipt of this fully executed Agreement its written QM plan. The plan shall be reviewed and updated as needed by the agency's QM committee, and signed by the medical director or executive director. The implementation of the QM plan may be reviewed by

OAPP staff during its onsite program review. The written QM plan shall at a minimum include the following:

A. Objectives: QM plan should delineate specific goals and objectives that reflect the program's mission, vision and values.

B. QM Committee: The QM plan shall describe the purpose of the Quality Management Committee, its composition, meeting frequency (quarterly, at minimum) and required documentation (e.g., minutes, agenda, sign-in sheets, etc.). Programs that already have an established advisory committee need not create a separate QM Committee, provided that the existing advisory committee's composition and activities conform to QM program objectives and committee requirements.

C. Selection of a QM Approach: The QM plan shall describe an elected QM approach, such as Plan-Do-Study-Act (PDSA) and/or other models.

D. Implementation of QM Program:

(1) Selection of Clinical and/or Performance Indicators – At a minimum, Contractor shall collect and analyze data for at least three clinical and/performance indicators, two of which shall be selected from a list of OAPP approved QM indicators. Contractor may select other aspects of care or treatment at its third clinical/performance indicator or select from the OAPP approved list of QM indicators. The OAPP approved QM indicator list is attached.

(2) Data Collection Methodology – Contractor shall describe its sampling strategy (e.g., frequency, percentage of sample sized), collection method (e.g., random chart audits, interviews, surveys, etc.), and implement data collection tools for measuring clinical/performance indicators and/or other aspects of care. Sampling shall be, at a minimum, ten percent (10%) or thirty (30) charts, whichever is less.

(3) Data Analysis – Contractor shall routinely review and analyze clinical/performance indicator monitoring results at the QM committee. The findings of the data analyses shall be communicated with all program staff involved.

(4) Improvement Strategies - QM committee shall identify improvement strategies to be implemented, track progress of improvement efforts, and aim to sustain achieved improvements.

E. Client Feedback Process: The QM plan shall describe the mechanism for obtaining ongoing feedback from clients regarding the accessibility and appropriateness of service and care. Feedback shall include the degree to which the service meets client needs and satisfaction. Client input shall be discussed in the agency's QM committee on a regular basis for the enhancement of service delivery. Aggregate data shall to be reported to the QM Committee annually for continuous program improvement.

F. Client Grievance Process: Contractor shall establish policies and procedures for addressing and resolving client's grievance at the level closest to

the source within agency. Grievance data shall be tracked, trended, and reported to the agency's QM committee for discussion and resolution of quality of care issues identified. The information shall be made available to OAPP's staff during program reviews.

G. Incident Reporting: Contractor shall comply with incident and or sentinel event reporting as required by applicable federal and State laws, statutes, and regulations. Contractor shall furnish to OAPP Executive Office, upon the occurrence, during the operation of the facility, incidents and/or sentinel events specified as follows:

(1) A report shall be made to the appropriate licensed authority and OAPP within the next business day from the date of the event, pursuant to federal and State laws, statutes, and regulations. Reportable events shall include the following:

(a) Any unusual incident and/or sentinel event which threatens the physical or emotional health or safety of any person to include but not limited to suicide, medication error, delay in treatment, and serious injury.

(b) Any suspected physical or psychological abuse of any person, such as child, adult, and elderly.

(2) In addition, a written report containing the following:

(a) Client's name, age, and sex;

(b) Date and nature of event;

(c) Disposition of the case;

(d) Staffing pattern at the time of the incident.

22. QUALITY MANAGEMENT PROGRAM MONITORING: To determine the compliance, OAPP shall review contractor's QM program annually. A numerical score will be issued to the contractor's QM program based on one hundred percent (100%) as the maximum score. Contractor's QM program shall be assessed for the following components:

A. Details of the QM plan (QM Objectives, QM Committee, and QM Selection Approach);

B. Implementation of QM Program;

C. Client Feedback Process;

D. Client Grievance Process;

E. Incident Reporting;

F. Random Chart Audit (if applicable).

23. CULTURAL COMPETENCY: Program staff should display non-judgmental, culture-affirming attitudes. Program staff should affirm that clients of ethnic and cultural communities are accepted and valued. Programs are urged to participate in an annual self-assessment of their cultural proficiency.

SCHEDULE 1
AIDS SERVICE CENTER, INC.
HIV/AIDS BENEFITS SPECIALTY SERVICES

Budget Period
March 1, 2009
through
February 28, 2010

Salaries	\$ 100,517
Employee Benefits	\$ 19,893
Travel	\$ 2,570
Equipment	\$ 0
Supplies	\$ 1,910
Other	\$ 24,110
Consultants/Subcontracts	\$ 0
Indirect Cost	<u>\$ 0</u>
TOTAL PROGRAM BUDGET	\$ 149,000

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

SERVICE DELIVERY SITE QUESTIONNAIRE

AIDS SERVICE CENTER, INC.

SERVICE DELIVERY SITES

TABLE 1

Site# 1 of 1

1	Agency Name:	<u>AIDS Service Center, Inc.</u>
2	Executive Director:	<u>Yvonne C. Benson, Executive Director</u>
3	Address of Service Delivery Site:	<u>1030 South Arroyo Parkway</u>
		<u>Pasadena, California 91105</u>

4 In which Service Planning Area is the service delivery site?

<u> </u> One: Antelope Valley	<u> </u> Two: San Fernando Valley
<u> X </u> Three: San Gabriel Valley	<u> </u> Four: Metro Los Angeles
<u> </u> Five: West Los Angeles	<u> </u> Six: South Los Angeles
<u> </u> Seven: East Los Angeles	<u> </u> Eight: South Bay

5 In which Supervisorial District is the service delivery site?

<u> </u> One: Supervisor Molina	<u> </u> Two: Supervisor Ridley-Thomas
<u> </u> Three: Supervisor Yaroslavsky	<u> </u> Four: Supervisor Knabe
<u> X </u> Five: Supervisor Antonovich	

6 Based on the amount of hours to be provided at this site, what percentage of your allocation is designated to this site? 100 %

SERVICE DELIVERY SITE QUESTIONNAIRE

AGENCY NAME

CONTRACT GOALS AND OBJECTIVES

TABLE 2

Number of Benefits Specialty Contract Goals and Objective by Service Delivery Site(s).
Please note: "No. of Clients" will refer to the number of **unduplicated** clients.

Contract Goals and Objectives	Outreach Workshops		Benefits Specialty Clients	Benefits Entitlement Applicants
	No. of Workshops	No. of Participants	No. of Clients	No. of Applications
Site # 1	24	1,200	400	2,400
Site # 2				
Site # 3				
Site # 4				
Site # 5				
Site # 6				
Site # 7				
Site # 8				
Site # 9				
Site # 10				
TOTAL	24	1,200	400	2,400